porch, over the line, was a violation of the building restriction, and was really part of the building and not a porch. *Brandenburg* v. *Lager, 272* Ill. *622.* But even in Illinois they held that a projection in the nature of a bay window, built up solid from the ground, came within the exception of "bay windows." *Keith* v. *Goldsmith,* 194 Ill. 488. The true ground for these decisions, holding such structures as part of the building and not within the exception of porches, seems to be to carry out the intention of the parties, in reserving an easement to light, air and vision. *Loomis* v. *Collins, 272* Ill. *221,* and not to let mere architectural, technical phraseology defeat that intention. *Marsh* v. *Marsh,* 89 N. J. Eq. 110. In the principal case the court relied on the technical phraseology and the expert evidence of architects in arriving at their decision, which accounts for its variance with the Illinois and New Jersey cases. See 11 ILL. L. REV. 576 for a discussion of the Illinois cases on this point.

FIRE—ACCIDENTAL—LIABILITY FOR.—P occupied rooms over a garage, part of which was let to D, who kept a motor car there. D's servant, an unskilled chauffeur, having occasion in the course of his employment to move the car started the engine, and without negligence on his part, and from some unexplained reason, the petrol in the carburetor caught fire and burned the car, the garage, and P's rooms and furniture. If the servant had promptly turned off the tap from the carburetor to the petrol tank, the fire would have done no harm; but he failed to do this. P sued for damages. The English statute of 1774, substantially re-enacting 6 Anne; C. 31, S. 6, provided "No action shall be maintained against any person in whose building any fire shall accidentally begin, nor any recompense be made by such person for any damage suffered thereby, any law, usage or custom to the contrary notwithstanding." *Held,* this act did not apply and D was liable. *Musgrave* v. *Pandelis* [1919] 2 K. B. 43.

The court argues that at common law one was liable for fire originating on his own property: (1) for its mere escape; (2) or if the fire was negligently or wilfully caused; or (3) on the principle of *Rylands* v. *Fletcher* (1868) L. R. 3 H. L. 330, that he has brought a non-natural and dangerous thing on his premises which gets away from him and does harm. The Statutes of Anne, and of 1774, were to meet the liability under (1) above, and did not apply when the fire was caused either deliberately or negligently, under (2) above. *Filliter* v. *Phippard,* 11 Q. B. 347; if that is true as to (2) why should it affect liability under (3) the principle of which existed long before *Rylands* v. *Fletcher* was decided? The question then is, is a motor car with its petrol tank full or partially filled with petrol, a dangerous thing to bring into a garage, within the principle of *Rylands* v. *Fletcher?* Lush, J., in the trial court, and Bankes, Warrington, and Duke L. JJ. in the Court of Appeal, all agreed that it was. The question then is, Did *the fire* accidentally begin? The fire in the carburetor did accidentally begin; but it did not destroy the garage and the plaintiff's property. It would almost immediately have burned out without damage except for the negligence of D's servant. The fire that did the damage was the raging fire from the petrol tank; this did not accidentally

begin, but was the direct result of the servant's negligence in not turning off the petrol tap. All judges concur. The statute exempted from liability any one "on whose estate any fire shall accidentally begin." In *Vaughan* v. *Menlove* (1837), 3 Bing. N. C. 468, it seems to have been taken for granted, and in the *Filliter* case above, in 1847, it was decided that "accidentally" did not include *negligently,* and so left one liable, if a fire shall negligently begin on one's premises. It was then urged that the statute applied only to accidental *origin* of the fire (e. g.—lightning) and would not relieve from liability for the accidental escape of a fire not accidentally originating. For instance, if the owner lighted a lamp, and it then accidentally exploded, and burned his property and his neighbor's, the owner would be liable. Mr. Salmond, TORTS, 4th Ed. 247, thinks otherwise. He also thinks there is no sufficient authority for saying that at common law there was any liability for the escape of fire without negligence was shown. Still further he also thinks there is no liability for negligently failing to prevent the escape of a fire started on one's premises by a stranger. The case above does not seem to have cleared up this matter to any great extent, and apparently unnecessarily brings in *Rylands* v. *Fletcher,* to support a liability for a fire due to the negligence of defendant's servant.

FISHING.—VIOLATION OF STATUTE AGAINST PURSE SEINING.—In a prosecution for violation of a statute prohibiting fishing for salmon with a purse seine east of a certain line in the Columbia river, the facts were stipulated to be as follows: defendant was fishing with a purse seine outside forbidden portion of the river when the tide carried his net towards such line; before reaching same he closed his net completely, and allowed it to drift into the forbidden area with the fish in it; when about 100 yards inside said line he pulled the seine on to his boat and removed the fish. Parties further stipulated that, in such fishing, the act of removing the net from the water and emptying same is a necessary part of the fishing operation; also that no fish were caught in the seine inside said line. *Held*: since such act was a necessary part of the fishing operation, defendant was guilty of a violation of the statute. *State* v. *Marco,* (Ore., 1919), 183 Pac. 653.

The court quotes extensively from, and largely bases its decision on, the case of *"The Gerring"* v. *Queen, 27* Canada Sup. Rep. 271. In that case, by treaty, the United States had renounced the right to "take, dry, or cure fish" within three miles of the coast of British possessions in America. The "Gerring," a U. S. fishing vessel, had been fishing outside the three-mile limit, had pulled in its seine, and "pursed" same, attaching it to the boat, and the crew was engaged in bailing out the fish. While so engaged, the vessel drifted within the three-mile limit and was seized. By a 3-2 vote the Canadian court condemned the vessel as having been fishing in violation of the treaty and Canadian law. While the majority of the court in that case did decide that such acts were "fishing," and a violation of the treaty, the decision of condemnation appears to have been influenced by certain other circumstances. The words of the treaty—"take, dry or cure fish"—were interpreted as intended to embrace all the intermediate acts (as the bailing here) between the